

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
UTILITY AND RAILROAD ENGINEERING SERVICES

UTILITY AGREEMENT

RECEIVED
JAN 15 1985
DEPUTY STATE ENGINEER
HIGHWAY OPERATIONS

Agreement No. 1158-84-XD
Project No. XD 4111-209 P
PHOENIX-CORDES JUNCTION HIGHWAY (I-17)
Desert Hills Rest Area

THIS AGREEMENT, entered into this 10th day of January, 19 85,
by and between the STATE OF ARIZONA, acting by and through its ARIZONA DEPARTMENT OF
TRANSPORTATION, HIGHWAYS DIVISION, hereinafter referred to as "STATE" and the
ARIZONA PUBLIC SERVICE COMPANY, hereinafter referred to as "COMPANY."

RECITALS:

WHEREAS, in connection with the operation of STATE'S Desert Hills Rest Area
at Milepost 227.5 on Interstate 17, it is necessary for the safety and convenience
of the traveling public, to replace faulty power line serving STATE'S rest area.
Whereas the COMPANY owns and operates power system in certain areas of Maricopa County,
Arizona, pursuant to a certificate of convenience and necessity issued by the Arizona
Corporation Commission.

WHEREAS it is the desire of both parties to put forth their agreements and
understandings.

AGREEMENT:

THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The COMPANY agrees to provide the necessary labor, material and equipment
to construct and install approximately 2,300' of underground 15 KV power line, plus,
miscellaneous equipment to STATE'S rest area as shown on COMPANY'S drawings attached to
and made a part of this Agreement as Exhibit "B."

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2. The STATE agrees to reimburse the COMPANY for the actual cost of all labor, material and equipment required to complete the work as shown on the COMPANY'S plans marked Exhibit "B," and estimates marked Exhibit "A," attached to and made a part of this Agreement, and the provisions of Volume 1, Chapter 4, Section 4, of the Federal Highway Administration Program Manual (PPM 30-4) and any amendments and/or revisions thereto. Said manual and revisions are incorporated in and made a part of the Agreement by reference only.

3. The STATE agrees to grant the COMPANY a permit for those facilities remaining within or crossing the highway right-of-way. The COMPANY shall not maintain, construct, inspect or operate any of their facilities from through traffic lanes.

4. In case of extreme emergency involving the COMPANY'S facilities, the COMPANY shall, subject to the concurrence of the STATE, have reasonable use of the roadway notwithstanding the restrictions of Section 3. The COMPANY shall, during the emergency repairs, provide flagmen, flares, barricades and other safety devices to protect the highway users as shown in the Manual of Uniform Traffic Control Devices.

5. Should unforeseen conditions or circumstances require a change in the Scope of Work called for on the attached plans and estimates, the COMPANY shall not be authorized to incur any expenditures in excess of the estimated amount shown on the COMPANY'S estimate marked Exhibit "A," unless or until so authorized by the STATE.

6. The COMPANY shall, if not adequately staffed or equipped to perform the work required under this Agreement, request approval from the STATE to use the contract method.

Agreement No. 1158-84-XD

7. The COMPANY agrees to notify the STATE, in writing, of the actual construction starting date and completion date. The construction starting date shall not be prior to receiving a Notice to Proceed from the STATE.

8. The COMPANY shall own and maintain said power facilities installed under this Agreement at their expense.

9. The cost in connection with this work shall be accumulated in accordance with the COMPANY'S Standard Uniform System of Accounts, or as prescribed by the Federal Power Commission.

10. The books of the COMPANY shall be open for inspection and audit by authorized representatives of the STATE during normal business hours. The COMPANY shall keep records and accounts for this project to be made available for examination by representatives of the STATE for a period of not less than three (3) years from the date final payment has been received by the COMPANY.

11. The STATE shall retain ten percent (10%) of all billing until an audit of the COMPANY'S records and accounts for this work has been completed.

12. The COMPANY shall save and hold harmless the STATE, or any of its departments, agencies, officers or employees from all costs and damages incurred and from any other damage to any person, legal entities (e.g., Corporation, Partnership, Trust, etc.) or property arising out of, or, in connection with any act or omission of the COMPANY, its agents or independent contractors in the course of the performance of the provisions of this Agreement, and not caused by any act or omission of the STATE or any of its departments, agencies, officers, employees, agents or independent contractors. The above costs or damages incurred by the STATE or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses of litigation and a reasonable attorney's fee, provided the STATE shall have given notice to the COMPANY of any claim asserted and shall permit the COMPANY to participate in defense and settlement thereof.

Agreement No. 1158-84-XD

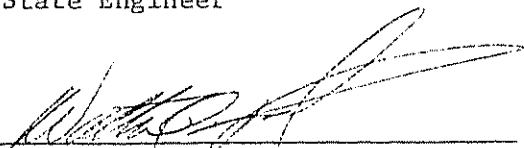
13. The COMPANY is required to comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.

14. The parties agree to use arbitration after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages of \$100,000.00 or less, exclusive of interest and costs.

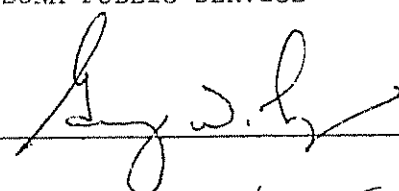
15. All parties hereby are put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Subsection 38-511, the provisions of which are incorporated herein by reference only.

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

CHARLES L. MILLER
Assistant Director
and State Engineer


WALTER O. FORD
Chief Deputy State Engineer

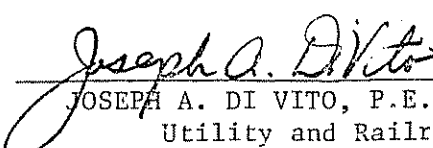
ARIZONA PUBLIC SERVICE

By 

Accepted this NINETEENTH day

of DECEMBER, 1984

Recommended by:


JOSEPH A. DI VITO, P.E. Manager
Utility and Railroad
Engineering Services

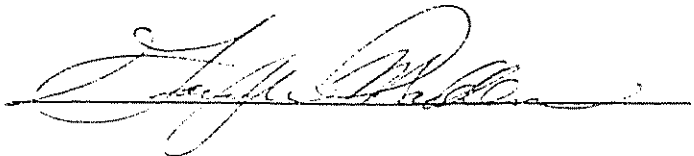
Agreement No. 1158-84-XD

ACKNOWLEDGEMENT BY COMPANY OR CORPORATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 19th day of DECEMBER, 1984, before me
GARY W MADDEN, the undersigned officer, personally
appeared GUY W LUNT and _____
who acknowledged themselves to be the VICE President and
_____ Secretary, respectively, of ARIZONA PUBLIC SERVICE COMPANY,
a corporation, and that they, being authorized so to do, executed the
foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



ACKNOWLEDGEMENT BY STATE

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS THE 10th day of January, 19 85,
before me, the undersigned Notary Public, personally appeared _____
Walter D. Ford, Chief Deputy State Engineer,
Arizona Department of Transportation, known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same for the purposes
therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Dorothy Lutter
NOTARY PUBLIC

My Commission expires:

My Commission Expires 12-13-1988

Arizona Public Service Company

P O BOX 21686 • PHOENIX, ARIZONA 85036

November 7, 1984

Arizona Department of Transportation
2140 W. Hilton
Phoenix, AZ 85009

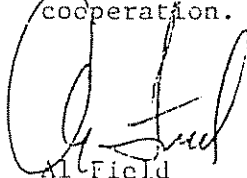
Attn: Bill Briscoe

Re: XD 4111-209 P
Desert Hills Rest Area

Enclosed is a drawing showing the details of our proposed electric line replacement at Desert Hills Rest Area. Please review them to ensure no conflicts exist with your existing or proposed facilities and that the location and details meet your approval.

The total cost of this project is estimated to be \$34,168. The revenue received during the past year was \$4,188.93. According to our rate schedule, we may allow two times the annual revenue against the total cost, in this case a deduction of \$8378. This leaves a balance of \$25,790. We can begin our work upon receipt of a letter agreeing to pay the \$25,790. when work has been completed.

Please call me if you have any questions. Thank you for your continued cooperation.



Al Field
Sr. Liaison Agent
Metro Eng., R/V
Survey & Liaison

AF/p

Enc.

EXHIBIT "A"

AGREEMENT # 1158-84-XD

RECEIVED
DEC 17 1984

UTILITY & RAILROAD
ENGINEERING DIV.

COST TO REPLACE 100' OF 1-101 100' + 1 ELIMINATION 5

APS

"A"

**SUMMARY OF CONSTRUCTION
MANHOURS AND COSTS**

SERIAL NO

W O NO.

DATE

7-6-84

BY

R. DIAZ

COMPONENTS (RECAP FROM ADDITIONS & RETIREMENT FORMS)			ADDITIONS				REMOVALS				
			SPECIFIC		BLANKET		SPECIFIC		BLANKET		
			M/Hrs.	Cost	M/Hrs.	Cost	M/Hrs.	Cost	M/Hrs.	Cost	
1	Indirect Factor	.42									
2	Variable Factor	1									
3	Composite Rate	15.94									
4	Direct Manhours		26.3								
5	Variable Manhours (Line 2 X 4)										
6	Total Direct and Variable Manhours (Line 4 + 5)		26.3								
7	Indirect Manhours (Line 6 X 1)		11.0								
8	Excess Travel Manhours										
9	Tot. Constr. M/Hrs. & S (Line 6 + 7 + 8) X Line 3		37.3	595							
10	Eng., R/W, Surv 15 % of Line 9			89							
11	Hauling 5 % of Line 9			30							
12	Operations 4 % of Line 9			24							
13	SUBTOTAL (Lines 9 + 10 + 11 + 12)			738							
14	Transportation (Line 13 X 27 %)			199							
15	Subsistence (Line 13 X %)										
16	Contract Items (Or Other)										
17	Misc.										
18	Mat'l. & Sup. Charges (Spec. & Blk.) Unloaded			368							
19	Subtotal (13 + 14 + 15 + 16 + 17 + 18)			1305							
20	General Overhead Loads (Line 19 x 17 %)			222							
21	Material & Supplies Loads (Line 18 x 18 %)			66							
22	Allowed Time Load (13 x 11 %)			81							
23	Payroll Loads (Lines 13 + 22 x 21 %)			172							
24	Constr. Costs (Line 19 + 20 + 21 + 22 + 23) & M/Hrs		37.3	1846							

		M/HR.	COSTS
25	Specific Property Additions From Line 24 (M/Hrs and Costs)	37.3	1846
26	Specific Property Removals From Line 24 (M/Hrs. and Cost)		
27	Specific Salvage From Retirement Sheet		
28	Total Specific Cost This W.O. (Line 25 + 26 - 27)		
29	Blanket Property Additions From Line 24 (M/Hrs. and Cost)		
30	Blanket Property Removals From Line 24 (M/Hrs. and Cost)		
31	Blanket Salvage From Retirement Sheet		
32	TOTAL BLANKET COST (Line 29 + 30 - 31)		
33	Gross Cost of Project (Line 28 + 32)		1846
34	Total Manhours (Lines 25 + 26 + 29 + 30)	37.3	

TRANSFER TO W.O. FRONT SHEET
(Also, total of Line 6 Above)

STAPLE HERE

STAPLE HERE

EXHIBIT "A"
AGREEMENT 1158-84-8D



Date 7-6-84 Prepared by R. DIAZ Phone 7033 Serial No. W.A. No. W.A. No. BLANKETS

PROPERTY ADDITIONS ESTIMATING DETAIL

Prepared by R. DIAZ	Phone 7033	SPECIFICS * EXPRESS EACH PLANT ACCOUNT AS A % OF BOX 18 BELOW	MATERIAL AND SUPPLIES BY PLANT ACCOUNT NO.												DIRECT MANHOURS		MATERIAL SUPPLIES		BLANKETS	
			DIRECT MANHOURS		MATERIAL AND SUPPLIES BY PLANT ACCOUNT NO.						DIRECT MANHOURS		MATERIAL SUPPLIES							
			METHOD	NUMBER OF UNITS	Per Unit	Total	A/C	%	Unit	Total	A/C	%	Unit	Total	Per Unit	Total	Unit	Total		
DESCRIPTION OR SPEC. NO.			180'	.1	18.0															
180 TRENCH			180'	.12	3.6															
1-1/2" 15KV			204'		-															
100TALL 1-1/2" 15KV			185'	.003	.6															
SHADE TRENCH			180'	.01	1.8															
1331			/		1.0															
1300			/		1.3															
BACKHOF & TRENCH			742		-															
SAND 1'x1'x180'x1.5 = 10 TONS																				

Post on Line 4 Summary Form

Blanket M&S Post to line 18 Summary Form

POST MHS TO LINE 4 SUMMARY

(18) \$ 368

(18) \$

LOST 10 REPLACE 2000 OF 1-PHASE + 1 TERMINATION

APS.

"B"

**SUMMARY OF CONSTRUCTION
MANHOOURS AND COSTS**

SERIAL NO.

W O NO

DATE

7-6-34

BY

R. DIAZ

COMPONENTS (RECAP FROM ADDITIONS & RETIREMENT FORMS)			ADDITIONS				REMOVALS			
			SPECIFIC		BLANKET		SPECIFIC		BLANKET	
			M/Hrs.	Cost	M/Hrs.	Cost	M/Hrs.	Cost	M/Hrs.	Cost
1	Indirect Factor	.42								
2	Variable Factor									
3	Composite Rate	15.94								
4	Direct Manhours		300.1							
5	Variable Manhours (Line 2 X 4)									
6	Total Direct and Variable Manhours (Line 4 + 5)		300.1							
7	Indirect Manhours (Line 6 X 1)		126.0							
8	Excess Travel Manhours									
9	Tot. Constr. M/Hrs. & S (Line 6 + 7 + 8) X Line 3		426.1	6792						
10	Eng, R/W, Surv 15 % of Line 9			1019						
11	Hauling 5 % of Line 9			340						
12	Operations 4 % of Line 9			272						
13	SUBTOTAL (Lines 9 + 10 + 11 + 12)			8423						
14	Transportation (Line 13 X 27 %)			2274						
15	Subsistence (Line 13 X %)									
16	Contract Items (Or Other)									
17	Misc.									
18	Mat'l. & Sup. Charges (Spec. & Blk.) Unloaded			3948						
19	Subtotal (13 + 14 + 15 + 16 + 17 + 18)			14645						
20	General Overhead Loads (Line 19 x 17 %)			2490						
21	Material & Supplies Loads (Line 18 x 18 %)			711						
22	Allowed Time Load (13 x 11 %)			927						
23	Payroll Loads (Lines 13 + 22 x 21 %)			1964						
24	Constr. Costs (Line 19 + 20 + 21 + 22 + 23) & M/Hrs		426.1	120737						

		M/HR.	COSTS
25	Specific Property Additions From Line 24 (M/Hrs and Costs)		
26	Specific Property Removals From Line 24 (M/Hrs. and Cost)		
27	Specific Salvage From Retirement Sheet		
28	Total Specific Cost This W.O. (Line 25 + 26 - 27)		
29	Blanket Property Additions From Line 24 (M/Hrs. and Cost)		
30	Blanket Property Removals From Line 24 (M/Hrs. and Cost)		
31	Blanket Salvage From Retirement Sheet		
32	TOTAL BLANKET COST (Line 29 + 30 - 31)		
33	Gross Cost of Project (Line 28 + 32)		20,737
34	Total Manhours (Lines 25 + 26 + 29 + 30)	426.1	

TRANSFER TO W.O. FRONT SHEET
(Also, Total of Line 6 Above)

EXHIBIT "B"
DOCUMENT 1110-82-YN

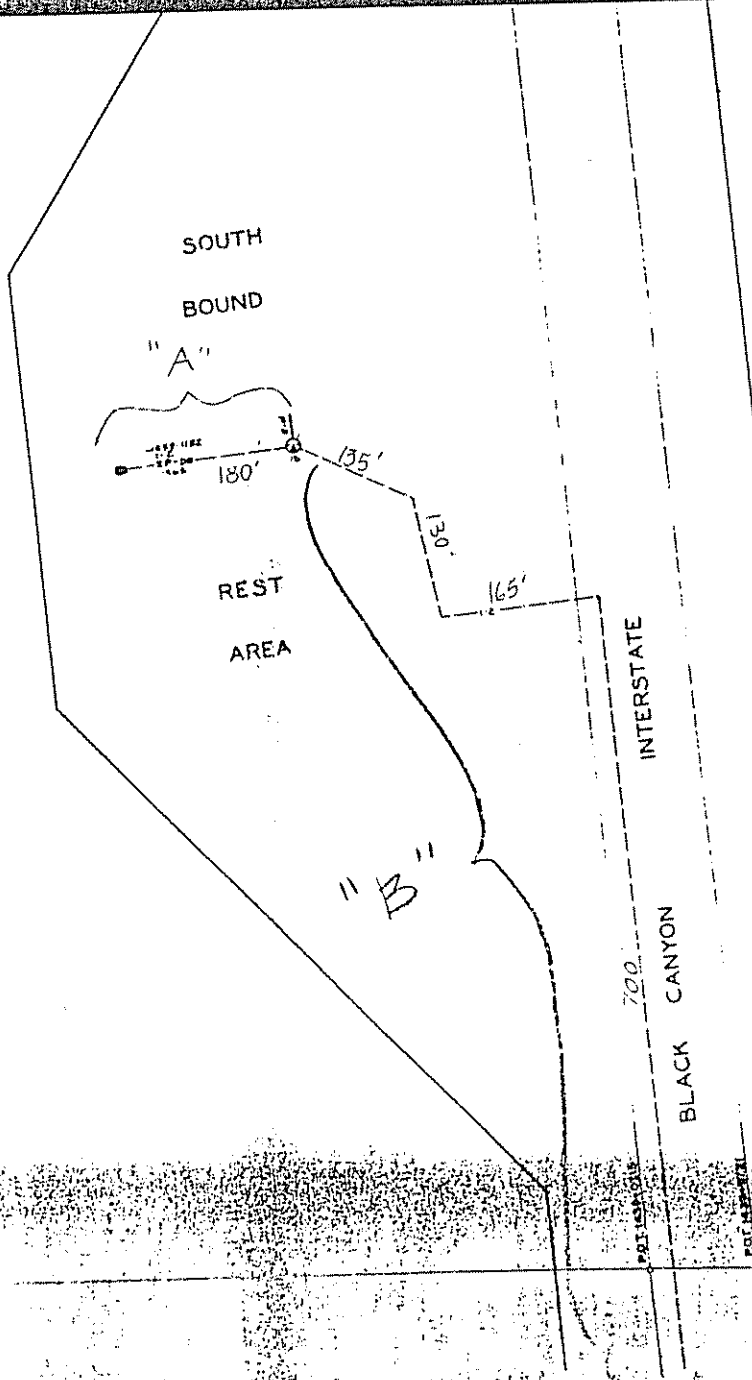


Exhibit B
Agreement
1158-84-XD

67-19

3231154

SW $\frac{1}{4}$ SEC. 15 T. 6 N. R. 2 E.
ELECTRIC UNDERGROUND

ARIZONA PUBLIC SERVICE COMPANY
TUCSON, ARIZONA

TERMINITY 7/15

"B"

POLYMERED

POLYMERED

HWY.

015

17

200'

210'

100'

80'

NORTH
BOUND
REST
AREA

66-20

W.O. FRONT SHEET
of (into U. arrival)